

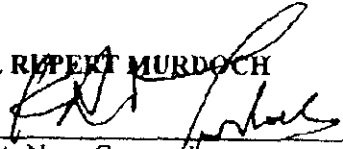
Each of the Stockholders irrevocably submits to the exclusive jurisdiction of the courts of the Delaware Chancery Courts, or, if the Delaware Chancery Courts do not have subject matter jurisdiction, in the state courts of the State of Delaware located in Wilmington, Delaware, or in the United States District Court for any district within such state, for the purpose of any action relating to or arising out of this Irrevocable Proxy or any of the actions contemplated hereby and to the laying of venue in such court. Service of process in connection with any such action may be served on a Stockholder by the same methods as are specified for the giving of notices under the Share Exchange Agreement at the addresses specified below. Each of the undersigned irrevocably and unconditionally waives and agrees not to plead or claim any objection to the laying of venue of any such action brought in such courts and irrevocably and unconditionally waives any claim that any such action brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE FOLLOWS]

Any obligation of the undersigned hereunder shall be binding upon the successors and assigns of the undersigned.

Dated: January 3, 2007

K. RUPERT MURDOCH


c/o News Corporation
1211 Avenue of the Americas
New York, NY 10036

MURDOCH FAMILY TRUST

By: Cruden Financial Services LLC, as Trustee

By: 

Name: Arthur M. Siskind

Title: Vice President

c/o McDonald Carano Wilson LLP

100 W. Liberty Street, 10th Floor

Reno, NV 89501

CRUDEN FINANCIAL SERVICES, LLC

By: 

Name: Arthur M. Siskind

Title: Vice President

c/o McDonald Carano Wilson LLP

100 W. Liberty Street, 10th Floor

Reno, NV 89501

Number of shares of Class B Common Stock which the Stockholders have the right to vote upon matters presented generally to stockholders of the Company as of the date of this Irrevocable Proxy: 307,947,777

*** Slip Sheet ***

Liberty Media Corporation
12300 Liberty Boulevard
Englewood, Colorado 80112

December 22, 2006

News Corporation
1211 Avenue of Americas, 8th Floor
New York, NY 10036

Re: Share Exchange Agreement: Ancillary Agreements

Ladies and Gentlemen:

This letter confirms our agreement in respect of the Share Exchange Agreement dated as of December 22, 2006 (the "**Agreement**"), by and between News Corporation and Liberty Media Corporation, as it relates to the Ancillary Agreements. Capitalized terms used in this letter without definition shall have the meanings given to them in the Agreement.

We understand and agree that the forms of the Ancillary Agreements attached hereto as Exhibits A through L are reasonably satisfactory (a) to Liberty Media Corporation and its Affiliates for purposes of News Corporation's satisfaction of the condition to Closing set forth in Section 7.2.3 of the Agreement, as such condition relates to Section 3.3.3 of the Agreement, and (b) to News Corporation and its Affiliates for purposes of Liberty Media Corporation's satisfaction of the condition to Closing set forth in Section 7.3.3 of the Agreement, as such condition relates to Section 3.4.2 of the Agreement.

If the foregoing accurately reflects our mutual understanding and agreement, please execute two copies of this letter where indicated below and return one to the undersigned.

Very truly yours,

Liberty Media Corporation


By: _____

Name: _____

If the foregoing accurately reflects our mutual understanding and agreement, please execute two copies of this letter where indicated below and return one to the undersigned.

Very truly yours,

Liberty Media Corporation

By: 
Name: Gregory B. Maffei
Title: President & CEO

Accepted and agreed:

News Corporation

By: _____
Name: _____
Title: _____

If the foregoing accurately reflects our mutual understanding and agreement, please execute two copies of this letter where indicated below and return one to the undersigned.

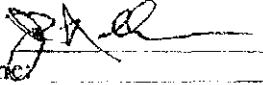
Very truly yours,

Liberty Media Corporation

By: _____
Name: _____
Title: _____

Accepted and agreed:

News Corporation

By:  _____
Name: _____
Title: _____

*** Slip Sheet ***

EXHIBIT A

FORM OF FOX SPORTS NET LICENSE AGREEMENT

FORM OF
FOX SPORTS NET LICENSE AGREEMENT

This Fox Sports Net License Agreement (this "**Agreement**"), dated as of the ____ day of _____, 2007 (the "**Effective Date**") is by and among National Sports Programming ("**Licensor**"), which distributes the national sports programming service known as Fox Sports Net (the "**Service**"), [], LLC, a Delaware limited liability company ("**Network**"), which distributes the regional sports programming service currently known as [IDENTIFY RSN] (the "**Network Service**") and, solely with respect to Section 8 and Exhibit 8, Fox Cable Network Services, LLC, a Delaware limited liability company ("**Fox**").

1. **Definitions.**

1.1 "**Fox College Sports**" means the national sports programming service known as "Fox College Sports," which currently consists of up to three 24-hours per day, 7-days per week channels.

1.2 "**Network Licensee**" means, at any time, any [REDACTED] system in the Network Territory that is distributing the Network Service to subscribers pursuant to a [REDACTED] license from the Network.

1.3 "**Network Territory**" means the geographic area in which Network is licensed to distribute by cable television [REDACTED]

1.4 "**Pay Television**" means all forms of television programming distribution [REDACTED]

1.5 "*Professional Team*" means any member of Major League Baseball, The National Basketball Association, The National Hockey League or the National Football League.

1.6 "*Service Subscriber*" means any subscriber (including, without limitation, each individual dwelling in a multiple dwelling complex or building, each commercial subscriber and each room susceptible of overnight occupancy in any hotel or motel) in the Network Territory that subscribes to the Network Service from (i) Network, or (ii) any Network Licensee that provides the Network Service to such subscriber pursuant to a [REDACTED] license from Network.

2. License. Licensor hereby licenses Network throughout the Term to distribute the Service as part of the Network Service and licenses others to distribute the Service as part of the Network Service on the terms and conditions contained herein:

2.1 throughout the Network Territory by Pay Television, except



2.2 throughout the United States, as long as the Service is provided as part of the Network Service as the Network Service may be affected by any blackout restrictions, and, to the extent that Licensor has the rights to allow

Network to do so (which Licensor will use reasonable efforts to obtain), throughout the United States, by [REDACTED] and

2.3 throughout the Network Territory, by [REDACTED] to the full extent that Licensor has such rights.

Upon Network's request from time to time, Licensor will advise Network of the full extent of Licensor's rights. [REDACTED]

3. Term; Renewal Rights.

3.1 The "*Term*" of this Agreement shall commence on the Effective Date and shall end on [REDACTED] unless extended pursuant to Section 3.2 or terminated in accordance with this Agreement.

3.2 [REDACTED]

4. Payments.

4.1 For each calendar month during the Term, Network shall pay to Licensor, within [REDACTED] after the end of such calendar month, a monthly per Service Subscriber license fee equal to (a) from the Effective Date through [REDACTED] multiplied by the greater of (i) [REDACTED] and (ii) a fraction, the numerator of which is [REDACTED]

[REDACTED] and the denominator of which is [REDACTED]

[REDACTED] fraction, the numerator of which is [REDACTED]

[REDACTED]

4.2 Licensors acknowledge that Network's determination of license fees hereunder will generally be based on subscriber information provided by Network Licensees. The determination of subscriber numbers for any Network Licensee will be made on the same basis (e.g., average, end-of-month, etc.) as that used by the Network Licensee in making payment to Network for the Network Service.

[REDACTED]

[REDACTED] In determining the license fees payable hereunder for any calendar month in respect of any Network Licensee that has not provided Network appropriate information reasonably in advance of such determination, Network will have the right to estimate such fees in good faith; *provided, however*, that an adjusting payment to correct any overpayment or underpayment by Network will be made at or about the time that license fees are being paid hereunder for a subsequent month based on the actual information provided (and payments made) by such Network Licensee.

4.3 [REDACTED]

[REDACTED]

4.4 Each party will provide to the other all information reasonably necessary for the other party to verify the accuracy of each payment and performance of all obligations hereunder, and such other information for such purpose as the other party may from time to time reasonably request.

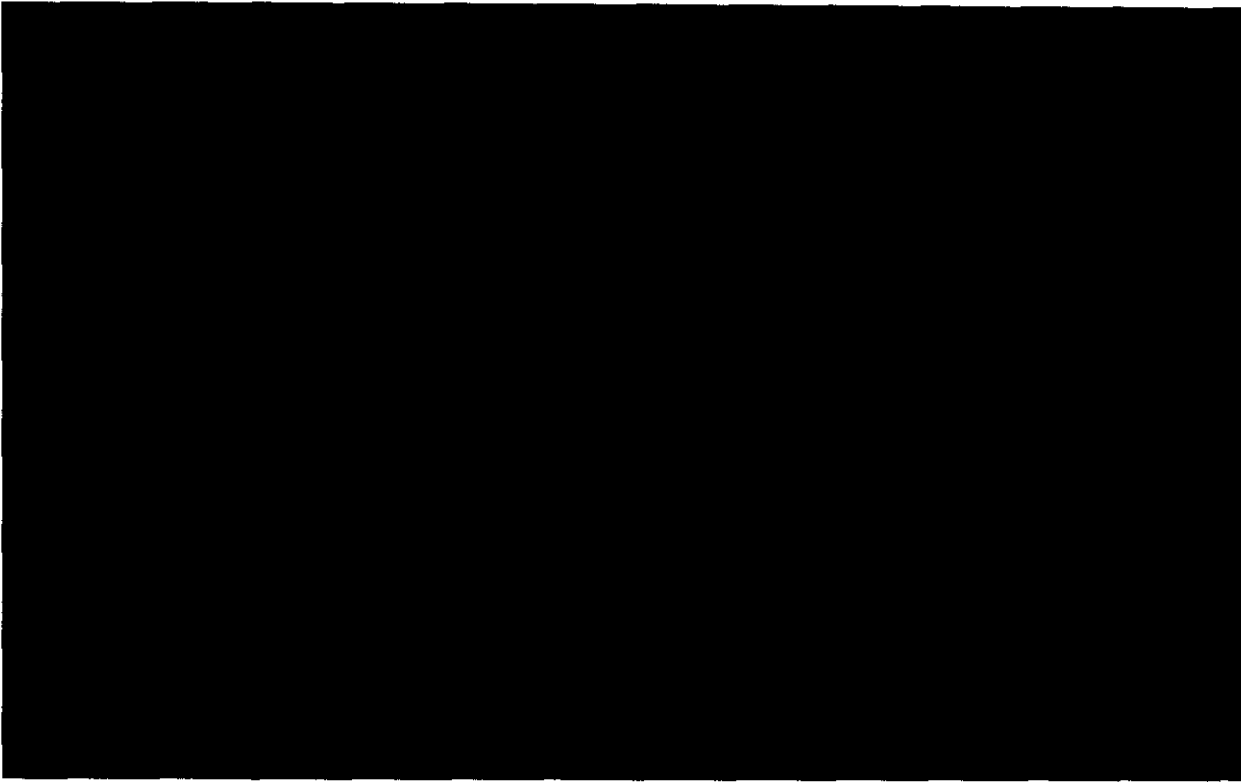
[REDACTED]

[REDACTED] If any such audit reveals the underpayment for the period audited of more [REDACTED] of the amount properly payable for such period, then the audited party will reimburse the other

party for all costs and expenses of such audit. Any amount not paid hereunder when due will accrue interest from the due date at [REDACTED]

4.5 [REDACTED]

5. [REDACTED]



6. Service.

6.1 The Service will, at all times during the Term, consist [REDACTED]
[REDACTED] of sports, sports news and sports-
related programming, [REDACTED]
[REDACTED]

A
representative schedule of available programming is annexed as Exhibit 6.
Licensor will provide Network a copy of its monthly programming schedule for each
month (which will be the same for all regional sports networks, except that
networks located in different time zones, may carry different live news programs) at
least [REDACTED] prior to the beginning of the month, it being understood that such
schedules may be updated to reflect programming changes. [REDACTED]
[REDACTED]

6.2 Except as otherwise provided in this Section 6, Network shall distribute on the Network Service to all Network Service Subscribers and shall require each Network Licensee distributing the Network Service to so distribute (but only to the extent that Network Licensees are required to do so under their affiliation agreement with Network):

Upon Licensors' reasonable request from time to time, Network shall provide affidavits verifying the exhibition of the foregoing FSN programming on the Network Service.

6.3

6.4 For purposes of this Section 6 the following definitions shall apply:

(a) A "*Priority FSN Event*" means, if included as part of the Service,

(b) A "*Network Service Professional Event*" means any

[REDACTED]

(c) A "*Priority Network Service Event*" means any [REDACTED]

[REDACTED]

6.5 Notwithstanding the subsequent sentences of this Section 6.5, Network may preempt the Network Service's carriage of Priority FSN Events only for [REDACTED]

[REDACTED]

[REDACTED] Network may preempt the Network Service's carriage of FSN programming under Section 6.2(ii) only for [REDACTED]

[REDACTED]

Notwithstanding the foregoing, Network may preempt FSN programming [REDACTED]

[REDACTED]

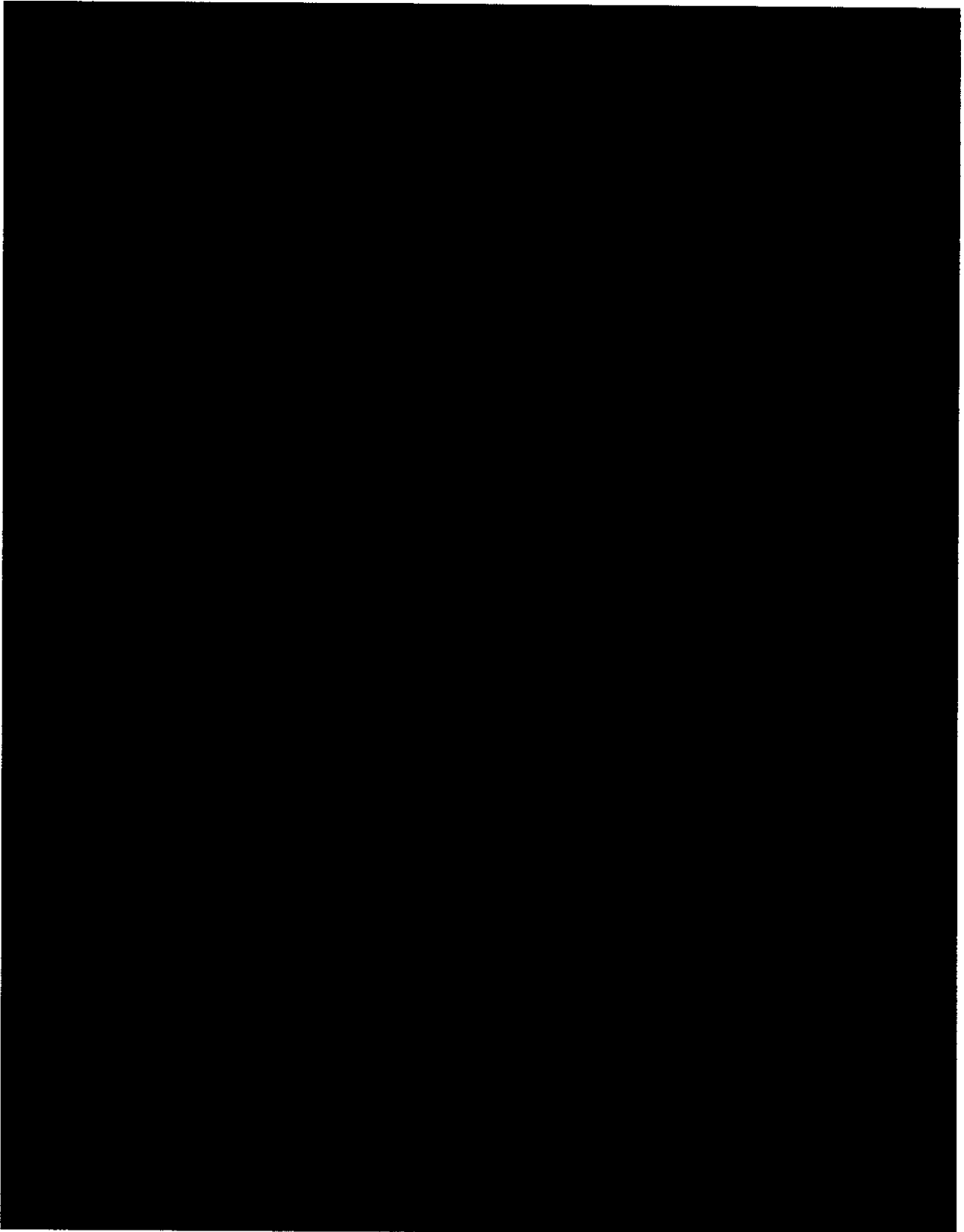
Works Licenses, and Network's rights thereunder, shall terminate effective upon termination of this Agreement, unless terminated earlier in accordance with the Trademark and Works Licenses.

9. **Indemnification.** Each indemnifying party shall indemnify the other indemnified party and its affiliates (including controlling persons and related companies), officers, directors, shareholders, members, employees and agents for, and shall hold them harmless from and against, any and all losses, settlements, claims, actions, suits, proceedings, investigations, judgments, awards, damages and liabilities (collectively, "Losses" and, individually, a "Loss") (whether such Losses result from a third party actions or proceedings or as a result of any indemnified person hereunder enforcing its rights) which are sustained or incurred by or asserted against any of them and which arise out of (i)(A) with respect to any third party claim, any alleged, or final adjudication of a, breach of this Agreement by the indemnifying party and (B) with respect to any claim brought by the indemnified party hereunder to enforce its rights against the indemnifying party, any final adjudicated breach of this Agreement; (ii) with respect to Licensor as the indemnifying party only, the Service, the content thereof or programming contained therein or the delivery or distribution thereof (including, without limitation, any Loss arising out of libel, slander, defamation, indecency, obscenity, invasion of right of privacy or infringement or violation of copyrights, music synchronization or performance rights, dramatic or non-dramatic music rights, trademark rights or patent rights).

10. **Miscellaneous.**

10.1 Licensor represents and warrants to Network that it has the right to distribute, and authorize others to distribute, the Service, and that Network's exercise of the rights granted to it herein will not violate any copyright, music synchronization or performance rights, dramatic or non-dramatic music rights, trademark, right of privacy, publicity or other literary or dramatic or any other right of any person or entity.

10.2. 



A-11

\\092552\000115 - 332910 v2

[REDACTED]

10.5 Licensor agrees to work in good faith with Network to resolve any problems relating to reception of the Service by Network and Network Licensees, including, without limitation, reception of the Service by Network Licensees in Network's blackout territories. Licensor will accommodate any requests by Network to transmit with its signal any data stream information relating to the Network Service including without limitation information required for Wegener switching.

[REDACTED]

[REDACTED] Network acknowledges that the Service may be transmitted to Network's master control facility by multiple satellite and/or fiber feeds.

10.6 Network and Licensor will each keep secret and retain in the strictest confidence and will not disclose to any third party any of the terms of this Agreement, except as required by law, to enforce its rights or perform its obligations hereunder or as part of its normal and reasonable reporting procedures to its parent, partners, members, auditors or attorneys or to actual and prospective lenders, investors and purchasers, provided that any and all such parties to whom any such disclosure is made agree to be bound by the provisions of this Section; and, with respect to prospective investors and purchasers, further agree not to use such disclosure for other business purposes or in other business segments.

10.7 This Agreement, other than Section 8 and Exhibit 8 hereto, may not be amended nor any provision waived except in a writing signed by Network and Licensor. Section 8 of this Agreement and Exhibit 8 hereto may not be amended nor any provision thereof waived except in a writing signed by Fox and Network.